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R. Co. v. Puritan Coal Mining Co., 237 U. S. 121; *Udall Milling Co. v. Atchison, etc. Ry. Co.*, *supra*; *Cumbie v. St. Louis, etc. Ry. Co.*, 105 Ark. 415, 151 S. W. 240. See *Illinois Central R. Co. v. River & Rail Coal & Coke Co.*, 150 Ky. 489, 493, 150 S. W. 641, 643. Hence the decision seems clearly sound.

DESCENT AND DISTRIBUTION — WHAT CONSTITUTES ADVANCEMENT. — A court of equity ordered that payments from the surplus income of a lunatic's estate be made from time to time to next of kin whom the lunatic when sane was in the habit of assisting financially. *Held*, that these payments were gifts. *In re The Farmers' Loan and Trust Co., Administrator*, 58 N. Y. L. J. 1565.

Whether or not a payment by an intestate during his lifetime is to be treated as an advancement rests on the intent of the intestate. *Cowles v. Cowles*, 56 Conn. 240, 13 Atl. 414. In the case of a payment to a child of the intestate, or to a person to whom the intestate stands *in loco parentis*, the presumption is in favor of an advancement. *Carmichael v. Lathrop*, 108 Mich. 473, 66 N. W. 350. A court of equity in ordering payments to be made from the estate of a lunatic acts not on any supposed interest in the property on the part of the beneficiaries but upon the principle that the court will act with reference to the lunatic, and for his benefit, as it is probable the lunatic himself would have acted, if of sound mind. *Ex parte Whitbread*, 2 Mer. 99. On these principles the present decision is clearly sound.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — INCIDENTAL RESTRAINT OF MARRIAGE. — Plaintiff's intestate promised to transfer his entire property to defendant in case the latter managed the estate until the death of intestate and remained unmarried during that period. In proceedings to settle the estate, defendant filed a cross bill for performance of this agreement. *Held*, that the agreement is valid, and that defendant is entitled to the relief sought. *Fletcher v. Osborn*, 118 N. E. 446 (Ill.).

In a majority of the cases raising similar considerations, the decisions are in accord with the principal case. *King v. King*, 63 Ohio St. 363, 59 N. E. 111. *Crowder-Jones v. Sullivan*, 9 Ont. L. R. 27. *Contra*, *Lowe v. Doremus*, 84 N. J. L. 658, 87 Atl. 459. There is nothing intrinsically illegal in abstaining from marriage, but public policy does not favor agreements tending to a restraint thereof. The principal case marks out what is conceived to be a reasonable limitation of this doctrine, namely, that the contract is not vitiated where the restraint is merely incidental to the main object thereof. It is generally held that this rule is not applicable to the analogous cases of contracts incidentally effecting a restraint of trade. *Bishop v. Palmer*, 146 Mass. 469, 16 N. E. 299; *Saratoga Bank v. King*, 44 N. Y. 87. But the distinction in result is probably sound, as there is a stronger policy against restraint in the latter type of case. See 14 HARV. L. REV. 614.

INJUNCTION — ACTS RESTRAINED — PUBLICATION OF PERSONAL LETTERS. — The defendant had obtained personal letters written by one of the plaintiffs to the other, and had deposited the letters with a court in a divorce proceeding against the writer. This proceeding being concluded she applied to the court for the letters for the purpose of publishing them. The plaintiff brought a bill to enjoin the giving of the letters to her and the publication of them by her. *Held*, that the injunction be granted, to protect the property right of the plaintiffs in the letters. *King v. King*, 168 Pac. 730 (Wyo.).

Courts of equity since the time of Lord Eldon have not hesitated to enjoin the recipient of private letters, or third parties, from publishing them. The jurisdiction of equity was based, by Lord Eldon, upon the securing of the property interest of the writer in his personal letters. *Gee v. Pritchard*, 2 Swanst. 402. Property in personal letters, which are without historical, literary, or